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Contract Database Metadata Elements

Title: **Schenectady City School District and Schenectady Administrators Association (2006)**

Employer Name: **Schenectady City School District**

Union: **Schenectady Administrators Association**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/09**

PERB ID Number: **9324**

Unit Size: **42**

Number of Pages: **52**

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AD/9324

AGREEMENT

between the

CITY SCHOOL DISTRICT

of the

CITY OF SCHENECTADY, NEW YORK

and the

SCHENECTADY ADMINISTRATORS' ASSOCIATION

July 1, 2006 - June 30, 2009

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 26 2006

ADMINISTRATION

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PREAMBLE

The Public Employees Fair Employment Act -- provisions of Chapter 392 of the laws of 1967 shall be the basis for this agreement between the Board of Education of the City School District and the Schenectady Administrators' Association. The Board and the Association in effecting this agreement have as their basic goal to provide the best possible education for each child in attendance in the Schenectady City School District within the financial ability of the School District and legal limitations. The Board recognizes the Association as a group of professional educational administrators whose basic function is to carry out the policies, rules and programs officially adopted by the Board and the administrative directives of the Superintendent and the Deputy or Assistant Superintendent. The Board also recognizes that this agreement should enable administrators to participate in and contribute to the development of policies for the Schenectady City School District in order that the cause of public education may best be served in Schenectady. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, a high level of cooperative spirit and effective communication exist between the Board, the Superintendent, and Deputy or Assistant Superintendents, and the administrative staff. Since one function of good negotiations should be the improvement of education, it shall be assumed that anything that affects curriculum should be a matter of study and research involving the total professional staff, administrators, and teachers. It is recognized that administrators require special qualifications and the Association has a leadership role to fulfill. The success of the educational program in Schenectady depends to a large extent upon the maximum utilization of Administrators' leadership abilities.

It is hereby agreed between the Schenectady Board of Education (hereinafter referred to as the Board) and the Schenectady Administrators' Association (hereinafter referred to as the Association) as follows:

ARTICLE 1

RECOGNITION

1.1 Recognition of SAA The Board of Education of the Schenectady City School District hereby recognizes the Schenectady Administrators' Association (formerly the Schenectady School District Administrators) as the exclusive representative and hereby extends to the Schenectady Association the following rights:

1.1.1 To exclusively represent members of the unit in negotiations regarding wages, terms and conditions of employment;

1.1.2 To represent members of the unit in the settlement of grievances;

1.1.3 To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees;

1.1.4 To sole representation until challenged pursuant to law.

1.2 Titles in Unit The unit includes all certificated employees of the School District holding the position of Director, Assistant Director, Assistant to a Director, Principal, House Principal, Assistant Principal, Assistant to a Principal, Coordinator, Assistant Coordinator, Supervisor, Assistant Supervisor, Assistant to a Supervisor, Assistant Business Administrator, and those in the leadership apprentice program. Said unit does not include the Superintendent, Deputy Superintendent, Deputy or Assistant Superintendent, Assistant to the Superintendent, Business Administrator and Director of Personnel.

1.3 Exclusive Representation During the period of recognition hereunder, or under any renewal of such recognition, the Board agrees not to negotiate in any way with any other organization or individual representing or claiming to represent employees in the negotiating unit represented by the Association.

ARTICLE 2

GENERAL

2.1 Definition of Terms

2.1.1 Administration or Central Administration: shall mean the Superintendent, Assistant Superintendent, Assistant to the Superintendent and Director of Personnel.

2.1.2 Administrative Unit: shall mean a building where children are enrolled and under instruction.

2.1.3 Administrator or Employee: shall mean any employee in the negotiating unit.

2.1.4 Association: shall mean the Schenectady Administrators' Association.

2.1.5 Board: shall mean the Board of Education of the City School District of Schenectady.

2.1.6 Contract: shall mean this document of agreement.

2.1.7 Days: unless otherwise specified, days are to mean school days.

2.1.8 Department: shall mean function or responsibility which is administered by a supervisor or director.

2.1.9 District: shall mean the Schenectady City School District.

2.1.10 Negotiating Unit: shall mean the administrator's negotiating unit.

2.1.11 Superintendent: shall mean the Superintendent of Schools for the Schenectady City School District.

2.2 Approval of Agreement and Funding Thereof by Board: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body had given approval.

ARTICLE 3

NEGOTIATIONS

3.1 Mutual Discussion It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

3.2 Scheduling of Negotiations During negotiations, the Board and the Association shall confer at reasonable times appropriately scheduled with regard to the calendar for preparation and adoption of the budget and exchange relevant data, points of view and proposals.

3.3 Policy Changes Before the School District knowingly adopts any change affecting the terms and conditions of employment of members of the Association, it shall notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the School District concerning such proposed change or changes provided it file such a request with the School District within ten (10) school days after receipt of said notice.

3.4 Representation: Neither party in any negotiations shall have any control over the selection of the representative of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and reach tentative agreement in the course of negotiations.

3.5 Scheduling of Negotiation Sessions: Scheduling of negotiations sessions shall normally be scheduled at the close of the pupil school day.

3.6 Location: All meetings shall take place at mutually agreed upon location or locations.

3.7 Commencement of Negotiations Negotiations will begin within 30 days of a request by either party after January 1 in the year in which the contract expires.

3.8 Impasse Procedure When an impasse occurs, the procedures and services of the Public Employment Relations Board shall be used to resolve the impasse.

ARTICLE 4

GRIEVANCE PROCEDURES

4.1 Declaration of Purpose: WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its administrators is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of administrators through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its administrators are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

4.2 Definitions

4.2.1 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

4.2.2 Association shall mean Schenectady Administrators' Association.

4.2.3 A Grievance is a claim by any administrator or group of administrators in the negotiating unit based upon any event or condition affecting their terms and conditions of employment and/or the interpretation or meaning of any provisions of this agreement or any subsequent agreement entered into pursuant to this agreement.

4.2.4 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievance hereunder.

4.2.5 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

4.2.6 The term Supervisor shall mean immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent.

4.2.7 The Superintendent means the Superintendent of Schools of the City School District.

4.3 Procedures

4.3.1 Information Included in Grievance All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, change, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party alleged to be responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement

of the nature of the grievance and the redress sought by the aggrieved party. Should either party to the grievance believe it necessary that the aggrieved party and/or the party alleged to be responsible, be present in person, such parties shall appear.

4.3.2 Written Decisions Except for informal decision at Section 4.5.1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor.

4.3.3 The Deputy or Assistant Superintendents are recognized as Supervisors in Stage 1 of the grievance.

4.3.4 Grievances Conducted After School The preparation and processing of grievances, insofar as practicable, shall be conducted after the hours of the pupil day. All reasonable effort will be made to avoid interruption of school activity and to avoid involvement of students in any phase of the grievance procedure.

4.3.5 Investigations The Board of Education, the Hearing Officer, and the Association agree to facilitate any investigation which may be required and to make available for use in the hearing any and all material and relevant documents, communications, and records concerning the alleged grievance.

4.3.6 Rights of Aggrieved Party Except as otherwise provided in Section 4.5.1 and 4.5.2, an aggrieved party and any party in interest within the Association shall have the right at all stages of a grievance to confront and question all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

4.3.7 No Reprisal No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

4.3.8 Personnel File All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4.3.9 Informal Adjustments Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

4.3.10 Representation The grievant must be represented by persons designated by the Association except as provided in Section 4.3.9. In addition s/he may select a personal

representative is s/he so desires. However, the representative may not be a person or persons acting in an official capacity of any organization other than the Association or one of its affiliates.

4.3.11 Savings Clause If any provision of this grievance procedure or any interpretation thereof to any administrator or group of administrators in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

4.3.12 Grievance Record The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1(a) and all written decisions at all stages. A copy of any minutes kept will be made available to the Association as soon as practicable after the conclusion of hearings at Stages 2, 3, and 4.

4.3.13 Other Remedies The existence of the procedure hereby established shall not be deemed to require any administrator to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other remedies available in any other form.

4.4 Time Limits

4.4.1 Expedition Promoted Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing.

4.4.2 Deadline to File Grievance No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within forty-five (45) school days after the administrator knew or should have known of the act or condition on which the grievance is based.

4.4.3 Discontinuation of Grievance If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4.4.4 Failure to Render Decision Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit will permit the aggrieved party to proceed to the next stage within the applicable time limits set forth in this article.

4.4.5 Grievances At End of School Year Grievances filed within thirty (30) days of the close of the school year will be handled as expeditiously as possible.

4.5 Stage 1: Supervisor

4.5.1 Discussion with Supervisor An administrator having a grievance will discuss it with his/her supervisor, either directly or through the Association representative, with the objective of resolving the matter informally within twenty (20) school days after the administrator knows or should have known of the act or condition on which the grievance is based. The supervisor will confer with all the parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. Should either party and/or party alleged to be responsible, be present in person, such parties shall appear.

4.5.2 Written Grievance If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after the written grievance is presented to him/her, the supervisor shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the administrator.

4.6 Stage 2: Superintendent of Schools

4.6.1 Appeal to Superintendent If the administrator initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 may be filed with the Superintendent within ten (10) school days after the administrator has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

4.6.2 Hearing before the Superintendent Within ten (10) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the administrator, his representative and all other parties in interest.

4.6.3 Superintendent's Decision The Superintendent shall render a decision in writing to the administrator, his/her representative and the Association within fifteen (15) school days after the conclusion of the hearing.

4.7 Stage 3: Board of Education

4.7.1 Appeal to Board If the administrator and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.

4.7.2 Hearing before Board Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

4.7.3 Board's Decision Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

4.8 Stage 4: Arbitration

4.8.1 Appeal to Arbitration After such hearing, if the administrator and/or Association are not satisfied with the decision at Stage 3, it may submit the grievance to arbitration, to the extent permitted by law, upon written notice to the Board of Education within fifteen (15) school days after the decision at Stage 3.

4.8.2 Agreement Upon Arbitrator Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator. The services of the Public Employment Relations Board or the American Arbitration Association will be used for this purpose.

4.8.3 Arbitrator's Decision The selected arbitrator or arbitrators will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

4.8.4 Authority of Board The arbitrator shall not usurp the functions and duties of the Board or limit the proper exercise of its judgment or discretionary powers created under the Education Law, this agreement, or any written rule or directive.

4.8.5 Limit on Arbitrator's Authority The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of this agreement.

4.8.6 Binding Arbitration The decision of the arbitrator shall be final and binding upon all parties.

4.8.7 Arbitration Fees The costs for the services of the arbitrator or arbitrators, including expenses, if any, will be borne equally by the Board of Education and Schenectady Administrators' Association.

ARTICLE 5

ADMINISTRATOR RESPONSIBILITY

5.1 Principal's Authority in Building The Board of Education realizes that in order to discharge the responsibilities incumbent upon him/her, the administrator must have commensurate primary authority in his/her building or department. To this end, it is expected that the actions of each principal will conform to established and stated policies of the Board. In situations not covered by policy, the administrator is empowered to act according to the dictates of his/her professional judgment. This would include, but not be limited to evacuating the building if, in his/her opinion, the health or safety of students or staff were in danger. A determination to close the building temporarily will be made in consultation with the Deputy or Assistant Superintendents or the Superintendent, if available.

5.2 Rights of Administrator An administrator, under the direction of the Superintendent, or the Deputy Superintendent, shall have the right to manage his/her individual school or department, including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the assigned school personnel, and to conduct the operation of the school in a safe and effective manner, in accordance with the established policies of the School District, the Regulations of the Commissioner of Education, all applicable statutes (state and federal), and the provisions of any and all contracts with other employee organizations which apply to and any and all personnel under his/her jurisdiction.

5.3 Recommendations for Assignments The administrator shall have the responsibility and authority to recommend to the Deputy or Assistant Superintendent(s) the assignment of certificated personnel within his/her building or department in a manner consistent with the best organization of the building or department and in accordance with the Regulations of the Commissioner of Education and with the established policies of the District.

5.4 Staff Assignment to Building Unless unavailable, the administrator shall be consulted before the assignment of all personnel to his/her building or department.

5.5 Supervision All personnel assigned to a building shall be subject to the direct supervision of the building principal, and to the general and technical supervision of the respective department heads.

5.6 Complaints Information regarding complaints concerning staff members or pupils of a specific school which are made directly to the Board of Education or any member thereof, the Superintendent or Deputy or Assistant Superintendent(s), will be provided to the building principal and other appropriate administrators. No complaint shall be resolved without

consultation and involvement of the building administrator or director or supervisor appropriate to the complaint.

5.7 Emergency Coverage Because of the unusual nature of the building principal assignment in the urban setting and because of additional responsibilities agreed upon in this contract and other responsibilities necessary for the principal to be out of the building that principal shall arrange for the emergency coverage of his/her building in his/her absence.

5.8 Additional Responsibilities Principals in schools with enrollments of less than 300 pupils may be assigned to additional district-wide curriculum responsibilities.

5.9 Professional Development Employees shall continue to participate in professional development for three days upon the close of the school year. This three day event shall be jointly planned by the District and the Association. In addition, employees shall participate in the Schenectady City School District Center for Professional Development for fifteen (15) hours of approved professional development activities during each school year. Approval of courses, collaboratives and projects for professional development activities shall be determined by a Professional Development Committee. The Professional Development Committee shall be independent of the Schenectady Federation of Teachers Curriculum Coordination Council and shall consist of the Superintendent (or his/her designee), the Deputy Superintendent (or his/her designee) and two administrators appointed by the Association president.

5.10 Board of Education Meetings Effective July 1, 2004, at the Superintendent's direction, SAA members shall be required to attend one Board of Education Meeting each month. In recognition of the number of evening activities requiring administrative presence during a school year, if this clause creates a hardship in any given month, an administrator may request an exemption from the Superintendent. Attendance at any Board of Education Committee meeting that occurs in the evening will fulfill an administrator's obligation to attend one Board of Education meeting per month. It is understood by both parties that an administrator may also be directed to attend a study session when the topic of said session requires the administrator's presence. The district will make a good faith effort to inform the administrator of this in as timely a manner as possible and excuse attendance for that month from other board meeting obligations.

ARTICLE 6

ASSOCIATION - SCHOOL DISTRICT RESPONSIBILITIES

6.1 Teacher Evaluation: The responsibility for the evaluation of teachers is shared by principals and directors. Since the primary responsibility for evaluation rests with the principal of the school, all evaluators will share with the principal information regarding the teacher's performance. Administrators shall be free to make informal visits to classrooms as they deem necessary to supervise the improvement of instruction, implementation of program, study of student behavior, and study of safety standards. Normally, no written or oral reason or report shall be required to be provided to the teacher except when the purpose is for formal teacher evaluation as required by district evaluation procedures. Principals may delegate the process of evaluating a teacher to an assistant principal.

An administrator may ask for the assistance of another administrator in the evaluation of any probationary teacher. The administrators in charge of any administrative unit or department shall be responsible for recommending to the appropriate Deputy or Assistant Superintendent those probationary teachers who, in their opinion, should be retained or dismissed. The appropriate Deputy or Assistant Superintendent will make recommendations regarding retention or dismissal to the Superintendent. The final power to make such decisions with reference to the recommendations to the Board of Education rests with the Superintendent.

Recognizing that the evaluation of teachers is a prime responsibility of administrators and the administration, any contemplated change in the teacher evaluation process shall occur only after consideration of the recommendation of the SAA.

6.2 Teacher Assignment: Administrators shall assign teachers to teaching grades or courses within the teacher's area of tenure and/or certification according to the best interests of the educational program of a school building or department for which s/he is responsible, subject to the approval of administration.

6.3 Assignments: Assignments to administrative positions will be made without regard to race, creed, color, nationality, religion, or sex of qualified applicants.

6.4 Pupil Behavior: Pupil behavior is a joint responsibility among the teacher, administrator, administration, parent, and pupil. It is through cooperation and supportive attitudes and actions that satisfactory pupil behavior is maintained.

The teacher holds the first line of responsibility for maintaining adequate classroom discipline. When s/he needs additional support, it shall be furnished by the administrator. Any teacher request shall be considered but not be binding on a principal to exclude any pupils from class or school. Provision shall be made by the Board for education facilities and program for disruptive students in order to permit sound education to continue. A committee shall be formed to study this problem and shall include, as part of the study, the need for provision of additional facilities and alternative education programs at the elementary level.

6.5 School District Organization: No change shall occur which would reduce, alter, combine, or eliminate present administrative positions without the written notification of the Association and the opportunity for the Association to study and react to the complete proposal within thirty (30) days of its receipt.

6.6 School Building Program

6.6.1 The administrator assigned to a building, and appropriate directors or supervisors shall be involved in the planning of any building addition or alteration to a building and its program.

6.6.2 In instances where new construction is planned by the Board of Education, no fewer than five (5) members of the Schenectady Administrators' Association shall be involved in the planning stages of the new building.

6.7 Recruiting: Where possible, administrators will interview those candidates who are applicants for positions in the school or department they administer. Normally, it is expected that the only candidates recommended to the Board for employment by the Superintendent of Schools will be those recommended by the Administrator.

The administrator, whenever possible, shall have a candidate's documents in his possession before the candidate is interviewed.

6.8 Board-Staff Negotiations: The Schenectady Administrators' Association will be afforded the opportunity to make known its position to the Board Negotiating Team regarding portions of other employee group contracts, the terms of which tend to affect the working conditions of the Schenectady Administrators' Association.

ARTICLE 7

LEGAL COUNSEL AND REPRESENTATION

7.1 Hold Harmless The School District agrees to hold administrators harmless pursuant to Sections 3023 and 3028 of the Education Law:

7.1.1 Section 3023 Liability of a board of education, trustee, trustees, or board of cooperative education services.

Notwithstanding any inconsistent provision of law, general, special, or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty-eight of this chapter, to save harmless and protect all teachers, practice or cadet teachers, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any within or without the school building, provided such teacher, practice or cadet teacher, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment and/or under the direction of said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustees, or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees, or board of cooperative educational services.

7.1.2 Section 3028 Liability of school district for cost and attorney's fees of action against, or prosecutions of, teachers, members of supervisory and administrative staff or employees.

Notwithstanding any inconsistent provision of any general special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for, and pay such attorney's fees and expense necessarily incurred in the defense of a teacher, member of a supervisory or

administrative staff or employee in any civil or criminal action or proceeding arising out of the disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment. For such purposes the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section unless such teacher, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.

ARTICLE 8

PERSONAL INJURY AND LOSS BENEFITS

8.1 Work Related Injury Whenever a member is absent from his/her employment and unable to perform his/her duties as a result of personal injury occurring in the course of his/her employment and receives worker's compensation payments for such absence, s/he will be paid his/her full salary during his/her absence from his/her employment up to a period of three years (less the amount of any worker's compensation award made for temporary disability due to said injury) and no part of such absence will be charged to his/her annual or accumulated sick leave.

8.2 Loss of Appurtenances The School District shall reimburse members for costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by worker's compensation which are damaged, destroyed, or lost as a result of an injury sustained in the discharge of his/her duties within the scope of his/her employment. An employee shall be required to obtain recovery from any insurance which s/he or his/her family owns which provides coverage before payment is made by the school district.

8.2.1 Theft The Board will reimburse employees for the value of any clothing or personal property which was brought on school district premises and stolen up to a total value of \$200 provided that if the employee has lockable storage space in which to place the property s/he has done so.

8.2.2 Loss of Property The Board will reimburse employees for the value of any clothing or personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment provided the damage or destruction is not attributable to negligence of the employee and provided the employee report such loss before the third working day following the occurrence. This provision shall not cover damage to an employee's motor vehicle, except that certain damage to tires and windows shall be covered up to the amount of the owner's deductible. The only damage to tires and windows covered by this provision shall be damage which occurs when the vehicle is parked on or near school district property during the school day or while the employee is performing job duties at a scheduled function outside of regular school hours. No such damage shall be covered unless the employee officially reports the incident to the police and also reports the loss to the school district the same day as the occurrence or the next school day.

8.3 Transportation of Students The School District shall reimburse an administrator for financial loss resulting to that administrator from the transporting of students on official School District business, provided the administrator was acting in the discharge of his/her duties and within the scope of his/her employment. The School District shall reimburse an administrator for any additional premiums on his/her automobile insurance up to three years resulting from an accident which occurs on such trip.

ARTICLE 9

GENERAL WORKING CONDITIONS

9.1 Posting of Vacancies All vacancies or newly created administrative or supervisory positions shall be posted in all schools. Such posting will be made within fifteen (15) days prior to the deadline for applications. Normally, the successful candidate will be announced at least thirty (30) days before the date of the appointment.

9.2 Summer Vacancy In the case of a summer vacancy, the vacancy shall be posted in all school buildings, in the central administration offices, relayed to the local press and the secretary of the negotiating unit should be notified thereof.

9.3 School Closings The building administrator(s) shall be responsible for supervision in their buildings on school days when school is closed for inclement weather, and will report for duty as soon as possible in the building which they serve.

9.4 Access to Legal Advice Administrators shall have direct access to the legal advice provided by the School District which they deem necessary to fulfill their responsibilities.

9.5 Summer Guidance Counselors When guidance counselors are employed during the summer, secondary school guidance offices shall be filled equitably, based on student enrollment.

9.6 Offices The School District recognizes the employees represented by the Schenectady Supervisor Association should have offices and equipment appropriate to the discharge of their duties.

9.7 Secretaries Full-time secretarial assistance as presently utilized is recognized as desirable. Any change in the assignment of secretaries, including temporary reassignment, shall be made only after consultation with the immediate administrative supervisor, however, it is recognized that the final determination lies with central administration. As vacancies in secretarial positions become available at elementary buildings, replacement of secretarial vacancies will be filled with stenographers or information processing specialists ("IPS"). Prior to filling any such vacancies, the District shall discuss the title to be used with the administrative supervisor, however, the SAA recognizes that the final determination lies with the District.

9.8 Substitute Teachers The Board of Education shall continue its effort to utilize an appropriate answering service for the acquisition of substitute teachers. This service shall involve all elementary schools and secondary schools that desire this service.

9.9 BOCES Programs In determining the planning of new BOCES services or discontinuance of existing BOCES services, the central administration will consult with the Association and, specifically, with administrators directly affected by this change.

9.10 Paraprofessionals The Administrator of the building and/or unit shall be involved in the selection, classification, evaluation, and utilization of paraprofessionals.

9.11 Tenure and Transfers

- a. When a tenured administrator is appointed to a new tenure area after June 30, 2003, the probationary period shall be two years.
- b. When a non-tenured administrator is appointed to a new tenure area at the District's request after June 30, 2003, the time spent in the prior administrative position shall count toward completing the probationary period in the new administrative position. In any circumstance, as per section 2509 of Education Law in New York State, probationary time spent in any new position may not be less than one year.
- c. When a non-tenured administrator is a successful applicant for a position in a new tenure area, then the traditional probationary period of three (3) years shall be observed.

9.12 Denial of Tenure Administrators as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty (30) days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such administrator may, not later than twenty-one (21) days prior to such meeting, request in writing that s/he be furnished with a written statement giving the reasons for such recommendation and within seven (7) days thereafter such written statement shall be furnished. Such administrator may file a written response to such statement with the district clerk not later than seven (7) days prior to the date of the board meeting. This section shall not be construed as modifying existing law with respect to the rights of administrators or the powers and duties of board of education, with respect to the discontinuance of services of administrators or appointments on tenure of administrators.

9.13 Tenure Elimination Should the State of New York eliminate tenure protection for administrators, the District and the Association will enter into discussions to address the impact of such a change.

9.14 Elimination of Positions The school board shall make every effort to continue employment for any administrator whose position is eliminated. When possible, such employment shall be in administrative position which maintains the salary and benefits to which s/he was entitled in the previous position.

9.15 Budget Closings Except in an emergency, determined by the Superintendent, general fund budget closing dates will be identified and administrators informed at least one month in advance of such dates.

9.16 Non-work Days Effective July 1, 2004, SAA members shall be entitled to 21 non-work days each year between July 1 and the Monday before Labor Day. Upon approval of the Superintendent or the Superintendent's designee, these non-work days may be taken at a time other than between July 1 and the Monday before Labor Day.

9.17 Cell Phones The District agrees to provide all association members with the following three options with respect to utilizing cell phones.

9.17.1 Under the first option, all Association members who elect to use a District-provided cell phone will pay a fee of five dollars (\$5.00) per month to the District for their personal use. This fee will be in the form of a payroll deduction.

9.17.2 Under the second option, Association members who elect to use a District-provided cell phone, but not pay the monthly fee, will be responsible for the minutes that are used for calls that are not District-related business. The District will provide the Association members with a copy of the actual bill for such calls. The Association member will then reimburse the District by check within 15 days of receiving the bill.

9.17.3 Under the third option, Association members may obtain a cell phone on their own, and the district will reimburse the member ten dollars (\$10) per month, provided the Association member maintains service and updates the District cell phone number database. Members agree to provide the District with their cell phone numbers to allow the district to maintain an accurate database.

9.17.4 Under all three options it is the Association member's responsibility to physically obtain the cell phone from the provider.

9.17.5 Members who elect a phone model that is not provided free of charge with the district plan will be responsible for the additional cost.

9.18 Assistant Principals The district will maintain a minimum of four (4) Elementary/Middle School/Junior High Assistant Principal positions for the duration of this contract.

Notwithstanding the requirements of Civil Service Law section 209-a(1)(d) and section 209-a(1)(e), section 9.18 will expire on June 30, 2009.

ARTICLE 10

ADMINISTRATOR FILES

10.1 Access to Personnel Files Administrators will have the right, upon request, to review the contents of their personal files and to make copies of any documents therein. Confidential references such as letters of recommendation requested by the school district or the employees shall not be included in such review. An administrator will be entitled to have a representative of the Association accompany him/her during such review.

10.2 Derogatory Material No material derogatory to an administrator's conduct, service, character, or personality, excepting personal confidential references, will be placed in his/her personal file unless the administrator has had an opportunity to review this material. The administrator will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. If another person is involved in the response s/he should be acquainted with the matter of the allegation and also have the opportunity to write for the record.

ARTICLE 11

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

11.1 Procedure for Involuntary Transfer An involuntary transfer or reassignment shall be made only after a meeting between the administrator involved and the Deputy or Assistant Superintendent in charge, at which time the administrator will be notified of the reasons in writing. In the event that an administrator objects to the transfer or reassignment at this meeting, upon request, the administrator may meet with the Superintendent of Schools. If still dissatisfied, the administrator may request the Association to arrange a meeting between the Association's representative and the Superintendent to discuss the matter. Except when creation of the vacancy does not allow such time notice of an involuntary transfer or reassignment shall be given to administrators at least thirty (30) days prior to the proposed involuntary transfer or reassignment.

11.2 Notice of Positions Administrators being involuntarily transferred shall be notified in writing of the positions available in their tenure area. Such administrators may request the positions, in order of preference, to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer.

ARTICLE 12

GENERAL BENEFITS

12.1 Health and Dental Insurance

12.1.1 Self-Insured Indemnity Plan

- a. The Employer shall provide hospitalization and major-medical insurance for each full-time employee and the employee's eligible dependent(s).
- b. The Employer shall offer an indemnity plan whereby the health insurance benefits currently provided shall be maintained. Said plan shall contain the following deductible and coinsurance:
 1. Hospital Deductible (inpatient and outpatient combined) -- \$100 per individual per calendar year or \$300 per family per calendar year for all covered hospital expenses;
 2. Major-medical Deductible -- \$200 per individual per calendar year; \$300 per "two-member family" per calendar year; \$400 per "more than two-member family" per calendar year,
 3. Major-medical Coinsurance -- after the major-medical deductible has been met, the plan will pay 80% of all covered expenses for the remainder of the calendar year.
- c. The present health insurance program for employees shall include:
 1. Major-medical maximum one million dollars (\$1,000,000) or beyond.
 2. Basic Hospitalization three hundred sixty (360) day coverage.
 3. Outpatient psychiatric coverage of eighty percent (80%) of the cost to be paid by Board.
- d. **Dental Plan** The Employer shall provide dental insurance for each full-time employee and the employee's eligible dependent(s).
- e. The dental insurance benefits currently provided shall be maintained. The District's dental plan shall contain the following deductibles and coinsurance:
 1. Deductible -- an employee's payments toward dental insurance claims shall apply to the Major-Medical deductible;
 2. Coinsurance -- after the deductible has been met, the plan will pay 80% of all covered expenses for the remainder of the calendar year.

- f. **Vision Plan** The District shall continue the vision care plan currently in effect, including examination, eye glasses and contact lenses.

12.2 Health Maintenance Organizations: The Mohawk Valley Plan "MVP HMO 15+" and the Capital District Physicians Health Plan "AvidCare 15" will be offered as HMO options.

12.3 Alternative Plans The Employer may change carriers and/or provide alternative plans during this Agreement provided such alternative plans are substantially equivalent to the plan currently provided.

12.4 Open Enrollment An open enrollment period shall be available to all employees during the first month of each school year.

12.5 Premium Contributions The District shall pay a sum equivalent to eighty-eight percent (88%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage. An employee shall pay a sum equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health and dental insurance plans offered by the District.

12.6 Retiree Health Insurance

- a. Benefits An employee who retires from the service of the District may continue to participate in the District's health insurance plan provided that the employee has at least ten (10) years credited service in the District at the time of retirement, and is enrolled in the plan prior to the effective date of retirement. Retirees shall receive the same benefits as active employees. Retirees shall not be eligible to continue to participate in the District's dental insurance plan.
- b. Retirees After June 1, 2005 For retirees whose effective date of retirement is June 1, 2005 or thereafter, the District shall pay a sum equivalent to eighty-eight percent (88%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage. The retiree shall pay a sum equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health insurance plans offered by the District.
- c. Post-Retirement Change of Coverage Effective June 1, 2005, individuals shall be entitled to the level of coverage (individual or family) during retirement that they had at the time of retirement. They shall, however, be entitled to a lower level of coverage (e.g., family to individual). Individuals shall be entitled to a higher level of coverage in retirement (e.g., individual to family) provided that, in addition to the retiree contribution rate, the retiree shall pay the difference in the cost of the level of coverage from the level at retirement to the higher level of coverage.

12.7 Conference Funds

12.7.1 The Board of Education will attempt to provide opportunity for administrative conference attendance.

12.7.2 Distribution of funds available for conference attendance shall be the responsibility of the Conference Committee of the Supervisory Staff Association, and shall be made pursuant to practices in existence during the 1971-72 school year.

12.8 Mileage Fees

12.8.1 The Board will reimburse an employee for outside the District travel at the current IRS amount.

12.8.2 Employees who have District-wide responsibilities shall be compensated for in-District travel at the current IRS amount.

12.9 Payroll Deductions

12.9.1 Dues deductions shall be made in equal installments throughout school year. A signed authorization by each member desiring dues deduction shall be deposited with the Business Office. Such authorization shall carry over from year to year until withdrawn by the employee.

12.9.2 The following list constitutes organizations and funds for which deductions may be made.

a. Dues deductions will be made for all local, state, and national professional organizations as authorized by the SAA and as directed by members through their signed authorization cards. The amounts deducted will be forwarded to the Treasurer of the Association for disbursement.

b. Teachers Credit Union
New York State Retirement Loan Payment
Savings Bonds
United Fund
Tax Sheltered Annuities
SAA Dues
SAA PAC Fund

12.9.3 Additions to the list of those authorized payroll deduction of dues shall be made at any time to be effective for the next payroll date after fifteen (15) days. Any employee may withdraw from payroll deduction at any time, such notification to be made in writing to the Business Office.

12.9.4 The Business Office will transmit monies from dues deductions to the Association within fifteen (15) days of the pay period for which the dues are deducted, and shall notify the Association of any withdrawals from payroll deductions as they occur.

12.9.5 The Association will provide authorization cards for dues deduction. The Association agrees to give the Business Office thirty (30) days notice whenever its membership changes its dues rates.

12.9.6 The Association will indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Association.

ARTICLE 13

SALARY SCHEDULE

13.1 Salary Schedule

13.1.1 Administrators shall be assigned to the salary schedules as follows:

<u>Title</u>	<u>Level</u>
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Assistant Directors	2
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Assistant Principals (Elementary, Middle & Junior High)	1
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Assistant Principals (Senior High School)	2
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Coordinators	1
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Directors	3
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High School House Principal	3P
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Principals (Elementary)	2P
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Principals (Middle School)	3P
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Supervisors	1
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13.1.2 2006-07 Salary Schedule

2006-07						
	Level 1	Level 2	Level 3	Level 4	Level 5	
1	76290	79786	82786	82122	84122	1
2	78021	81674	84674	84327	86327	2
3	79869	83609	86609	86326	88326	3
4	81753	85581	88581	88363	90363	4
5	83683	87601	90601	90448	92448	5
6	86688	90699	93699	93613	95613	6
7	86688	90699	93699	93613	95613	7
8	86688	90699	93699	93613	95613	8
9	86688	90699	93699	93613	95613	9
10	86688	90699	93699	93613	95613	10
11	86688	90699	93699	93613	95613	11
12	86688	90699	93699	93613	95613	12
13	86688	90699	93699	93613	95613	13
14	86688	90699	93699	93613	95613	14
15	86688	90699	93699	93613	95613	15
16	88688	92699	95699	95613	97613	16
17	88688	92699	95699	95613	97613	17
18	89188	93199	96199	96113	98113	18
19	89188	93199	96199	96113	98113	19
20	90188	94199	97199	97113	99113	20
21	90188	94199	97199	97113	99113	21
22	90188	94199	97199	97113	99113	22
23	91188	95199	98199	98113	100113	23
24	91188	95199	98199	98113	100113	24
25	91188	95199	98199	98113	100113	25
26	91188	95199	98199	98113	100113	26
27	92188	96199	99199	99113	101113	27
28	92188	96199	99199	99113	101113	28
29	92188	96199	99199	99113	101113	29
30	93188	97199	100199	100113	102113	30
31	93688	97699	100699	100613	102613	31
32	93688	97699	100699	100613	102613	32
33	94688	98699	101699	101613	103613	33
34	94688	98699	101699	101613	103613	34
35	94688	98699	101699	101613	103613	35
36	95688	99699	102699	102613	104613	36
37	95688	99699	102699	102613	104613	37
38	95688	99699	102699	102613	104613	38
39	96188	100199	103199	103113	105113	39

13.1.3 2007-08 Salary Schedule

2007-08						
	Level 1	Level 2	Level 3	Level 4	Level 5	
1	78579	82180	87240	84586	88646	1
2	80362	84124	89184	86857	90917	2
3	82265	86117	91177	88916	92976	3
4	84206	88149	93209	91014	95074	4
5	86194	90229	95289	93162	97222	5
6	89289	93420	98480	96421	100481	6
7	89289	93420	98480	96421	100481	7
8	89289	93420	98480	96421	100481	8
9	89289	93420	98480	96421	100481	9
10	89289	93420	98480	96421	100481	10
11	89289	93420	98480	96421	100481	11
12	89289	93420	98480	96421	100481	12
13	89289	93420	98480	96421	100481	13
14	89289	93420	98480	96421	100481	14
15	89289	93420	98480	96421	100481	15
16	91289	95420	100480	98421	102481	16
17	91289	95420	100480	98421	102481	17
18	91789	95920	100980	98921	102981	18
19	91789	95920	100980	98921	102981	19
20	92789	96920	101980	99921	103981	20
21	92789	96920	101980	99921	103981	21
22	92789	96920	101980	99921	103981	22
23	93789	97920	102980	100921	104981	23
24	93789	97920	102980	100921	104981	24
25	93789	97920	102980	100921	104981	25
26	93789	97920	102980	100921	104981	26
27	94789	98920	103980	101921	105981	27
28	94789	98920	103980	101921	105981	28
29	94789	98920	103980	101921	105981	29
30	95789	99920	104980	102921	106981	30
31	96289	100420	105480	103421	107481	31
32	96289	100420	105480	103421	107481	32
33	97289	101420	106480	104421	108481	33
34	97289	101420	106480	104421	108481	34
35	97289	101420	106480	104421	108481	35
36	98289	102420	107480	105421	109481	36
37	98289	102420	107480	105421	109481	37
38	98289	102420	107480	105421	109481	38
39	98789	102920	107980	105921	109981	39

13.1.4 2008-09 Salary Schedule

2008-09						
	Level 1	Level 2	Level 3	Level 4	Level 5	
1	80936	84645	91827	87124	93306	1
2	82773	86648	93830	89462	95644	2
3	84733	88701	95882	91583	97765	3
4	86732	90793	97975	93744	99926	4
5	88780	92936	100118	95957	102138	5
6	91967	96223	103405	99314	105496	6
7	91967	96223	103405	99314	105496	7
8	91967	96223	103405	99314	105496	8
9	91967	96223	103405	99314	105496	9
10	91967	96223	103405	99314	105496	10
11	91967	96223	103405	99314	105496	11
12	91967	96223	103405	99314	105496	12
13	91967	96223	103405	99314	105496	13
14	91967	96223	103405	99314	105496	14
15	91967	96223	103405	99314	105496	15
16	93967	98223	105404	101314	107496	16
17	93967	98223	105404	101314	107496	17
18	94467	98723	105904	101814	107996	18
19	94467	98723	105904	101814	107996	19
20	95467	99723	106904	102814	108996	20
21	95467	99723	106904	102814	108996	21
22	95467	99723	106904	102814	108996	22
23	96467	100723	107904	103814	109996	23
24	96467	100723	107904	103814	109996	24
25	96467	100723	107904	103814	109996	25
26	96467	100723	107904	103814	109996	26
27	97467	101723	108904	104814	110996	27
28	97467	101723	108904	104814	110996	28
29	97467	101723	108904	104814	110996	29
30	98467	102723	109904	105814	111996	30
31	98967	103223	110404	106314	112496	31
32	98967	103223	110404	106314	112496	32
33	99967	104223	111404	107314	113496	33
34	99967	104223	111404	107314	113496	34
35	99967	104223	111404	107314	113496	35
36	100967	105223	112404	108314	114496	36
37	100967	105223	112404	108314	114496	37
38	100967	105223	112404	108314	114496	38
39	101467	105723	112904	108814	114996	39

13.1.5 Tax Sheltered Annuity The District shall make a contribution to a tax sheltered annuity (TSA) of the employee's choice in semimonthly installments in the following amounts:

- a. 2006-07 1% of base salary;
- b. 2007-08 4% of base salary;
- c. 2008-09 3% of base salary."

13.2 Administrative Stipends

13.2.1 Middle School Stipend In addition to the basic salaries indicated, each Middle School Assistant Principal shall be paid an additional \$500.

13.3 Assignment of Compensation

13.3.1 Step Placement of New Hires New employees will be placed in the category appropriate to their position at Step 1 thereof unless or higher step as required by sections 13.4 or 13.5 of this Article.

13.4 Teacher Maintenance of Salary When any person is appointed to an administrative position, his/her salary shall not be less than that received by him/her in his previous position in this district. To facilitate this s/he shall be placed on the next higher step in the appropriate category.

13.5 Administrator Maintenance of Salary When a person is transferred from one administrative position to another, if the comparable step in the new assignment is as much as the administrator would have made remaining in the former assignment including all remuneration such as stipends or compensation for additional duties, then no further adjustment shall be made. If the comparable step placement in the new assignment including all remuneration for stipends and additional duties in the new assignments is less than the administrator would have received remaining in the old assignment, then the employee shall be placed on the comparable step to which he or she has been moved even though it is lower and future increases shall apply to such new base. However, the difference in total compensation shall be made as an off schedule payment annually. As an off schedule payment, future salary increases shall not apply to said amount. In lieu of the off schedule payment, the superintendent will have discretion to place the employee on the step which in the new position which would be equal to or greater than the total compensation the administrator would have received remaining in the former position. When an administrator is employed from outside the district the superintendent shall have discretion with respect to placement of the new employee on the SAA salary schedule to permit salary payment greater than the individual received in his/her former employment.

13.6 Total Salary Placement of current employees on this salary schedule shall be according to the step placement schedule as agreed between the parties. Total salary shall include all stipends, advanced study credits and off schedule adjustments then in effect. A list of all SAA unit members and the stipends, advanced study credits and off schedule payments in effect as of July 1, 2006 is on file in the Business Office.

13.7 Annual Step Advancement Employees shall advance one step annually within their categories or consistent with the step placement schedule until they reach the maximum thereof except that an administrator who works less than five (5) months in a school year will not receive a step increase during the following year.

13.8 Doctoral Stipend A holder of a Doctoral Degree shall be paid an additional supplement of eighteen hundred dollars (\$1,800) per year.

13.9 Advanced Study Payments

13.9.1 Course Payment for Administrator All employees who receive prior approval of the Superintendent for an in-service or College credit course shall have the tuition for such course paid by the District in the following manner:

- a. Those employees receiving any B grade or, if the course is taken pass/fail, a "pass" grade, will be reimbursed by the District for 60% of the credits cost; or
- b. Those employees receiving any variation of an A grade will be reimbursed by the District for 70% of the credits cost.

13.9.2 Credit Hour Stipends Payment made to persons for in-service credit and college credit hours prior to January 1, 1976 shall continue at the rate of payment in effect thereof as of June 30, 1975. Such payment shall also be made for in-service and college courses completed by December 31, 1975. Persons employed as administrators for the first time subsequent to January 1, 1976 shall be paid for in-service credit and college credit hours earned prior to January 1, 1976 on the basis of payments made as of June 30, 1975. For this purpose the provisions of Article XIII, paragraph 7, subdivisions 1-6 of the 1974-75 contract between the parties shall be included as an Appendix to this agreement.

13.10 Temporary Administrators Any administrator serving in a temporary capacity for thirty (30) days or more whose acting title is in a higher category of the salary schedule, shall be compensated according to the higher salary schedule for the duration of this service.

13.11 Pay Dates Payment of salary and other compensation shall be made in twenty-six (26) payments every other Friday in the school year. Whenever a payday and a vacation or recess day coincide, payment shall be made on the last day of school preceding the payday, providing such day is at least seven school days after the immediately prior payday. The District, in its discretion, may pay employees on a semi-monthly basis. Prior to the issuance of any change in payroll practice, the District shall provide at least three months notice to the Association. A copy of the payday schedule shall be furnished each employee during the first week of school.

13.12 Retirement Incentive

13.12.1 Eligibility: The retirement incentive described in this section is only applicable to employees hired on or before August 25, 1997 and who have been employed by the District at least 10 years prior to retirement.

As used in this Section, "eligible employee" means an employee who is, or will become during the school year, age eligible to retire according to the law and rules applicable to the New York State Teachers Retirement System and who is, or will become during the school year, tier eligible to retire, i.e., will receive full pension benefits upon retirement according to the law and rules applicable to the New York State Teachers Retirement System. For example, a Tier 1 employee must be 55 years of age with 20 years of service; Tier 2, 3 and 4 employees must have 30 years of service and be at least 55 years of age or be 62 years of age with any amount of service.

13.12.2 Availability of Incentive: The District will offer an eligible employee the retirement incentive options described in Section 13.12.3 on July 1 of the employee's first year of eligibility. If the eligible employee neither obtains a deferral from the Board pursuant to Section 13.12.4 nor retires in his/her first year of eligibility, the employee waives the ability to receive any retirement incentive described in Section 13.12.3. The retirement of the eligible employee must be effective on June 30 of the employee's first year of eligibility, unless the Superintendent of Schools in his or her discretion permits retirement on a different date.

An eligible employee shall not receive both retirement incentives described in Section 13.12.3.

13.12.3 Tier 1-4 Retirement Incentive: The retirement incentive described in this paragraph is only available to an eligible employee who is qualified for benefits of the New York State Teachers Retirement System. The eligible employee may choose either:

a. A split life insurance policy of \$200,000 or whatever amount up to \$200,000 can be purchased with a premium cost of no more than 10% above the ordinary cost for a healthy person of the same age. At the option of the employee, the same amount can be put towards a policy for the employee's spouse instead of the employee; or

b. 35% of the employee's base salary payable in the first year of eligibility.

The foregoing choices are solely at the discretion of the eligible employee.

13.12.4 Deferral: If an eligible employee wishes to defer the opportunity to receive the retirement incentives described in Section 13.12.3 until a later date, the eligible employee must submit a written request for a deferral to the Board no later than October 15th of the employee's first year of eligibility. The Board may, in its sole discretion, grant such deferral for such length of time as the Board deems appropriate. In any case, the Board shall inform the eligible employee by December 15th of the same year of its decision. The Board, in its discretion, may renew a deferral upon the employee's written request for a further deferral pursuant to this section.

13.12.5 Those employees who were eligible for the retirement incentive under the 1993-96 collective bargaining agreement and did not elect to retire during their year of eligibility are not eligible for the retirement incentive under this Section. Those employees who were eligible for the retirement incentive under the 1993-96 collective bargaining agreement and who received a deferral pursuant to the 1993-96 Agreement will be deemed to have a deferral pursuant to this Section.

13.13 Salary Adjustment Prior to Retirement: Within three years prior to retirement, the employee's salary shall be adjusted to provide payment for the value of one-quarter (1/4) of the total number of sick leave days accumulated by such employee, up to a maximum of three hundred and sixty (360) such accumulated days.

Upon written notice to the District prior to retirement, an employee may elect to receive all or a portion of the value of one-quarter (1/4) of the total number of sick leave days accumulated by such employee, up to a maximum of three hundred and sixty (360) such accumulated days, to be applied towards the employee's cost of any District authorized health insurance plan upon retirement. Upon the exhaustion of the value of the sick leave adjustment, the employee shall be eligible to participate in the District health insurance plan on the same basis as other retirees. If the employee dies prior to the exhaustion of the value of the sick leave adjustment, any remaining amount shall be paid by the District to the employee's estate. (Refer to Article XIX for disbursement procedures.)

13.14 Compensation for Assistant Principals: Assistant principals at the senior high schools or middle schools assigned supervision at an athletic event by the building principal after the latter has received approval in advance of the assignment shall receive compensation equal to that earned by the Athletic Director for said event.

13.15 Health Insurance Panel: If a panel made up of the Superintendent (or his designee) and the presidents of all the District bargaining units is convened to review the issue of health insurance in the District, the Association will participate in the discussion.

13.16 Compensation for SAA President The President of the Schenectady Administrators Association shall be compensated annually at the amount equal to six per cent (6%) of Level 1 Step 1 of the contract.

ARTICLE 14

ABSENCE AND LEAVE POLICY

14.1 Sick Leave

14.1.1 Full-time SAA employees hired before July 1, 2001, shall be credited with 15 days of paid sick leave credit at the beginning of each year. Employees new to the District after July 1, 2001, shall be credited with 12 days of paid sick leave credit at the beginning of each school year. Part-time employees and/or employees who begin employment after the beginning of the school year shall be credited with a pro-rated portion of the forgoing sick leave. An employee who works an additional month shall be credited with one and one-half days for that month for those earning 15 days a year and one day for those earning 12 days a year.

14.1.2 No credit will be earned while the employee is on an unpaid leave of absence.

14.1.3 Administrators will be credited with either 15 or 12 days as delineated above for accumulated sick leave purposes. Days of sick leave may be accumulated up to a maximum of three hundred and thirty (330) days. Notification of the accumulated sick leave will be given to each administrator annually.

14.1.4 Any employee who is absent for two consecutive weeks or more for reasons of illness or physical disability, upon request, shall submit a statement from an attending physician to the personnel office which shall include dates indicating the commencement and expected termination of the illness or disability.

14.1.5 In addition to personal illness or injury, five (5) days of sick leave may be utilized for personal business reasons each year. In order to take a personal leave day, an administrator need only state that the leave is for personal business reasons. Personal leave may not be taken either the work days immediately before or after a holiday or recess period. Such days may not be used for vacation or recreational reasons.

14.1.6 If any administrator dies prior to retirement there shall be paid to his legal representative, or the beneficiary designed for such purposes a sum of money which shall be computed by multiplying his/her current salary day rate by one-quarter (1/4) of the total days of unused sick leave which have accumulated to the date of his death.

14.1.7 If at the beginning of any year the total of credited and accumulated days is less than twenty (20), a number of additional days shall be added as necessary to make the number of days available for that school year total twenty (20).

14.2 Temporary Leaves of Absence: Administrators will be entitled to the following absences with pay each school year in addition to the leave specified above under sick leave:

14.2.1 Not exceeding three (3) days for religious reasons which require absence during school hours.

14.2.2 Association members shall be eligible for school business subject to the approval of the appropriate school administrator.

14.2.3 Time necessary for appearances in any legal proceedings connected with the administrator's employment or with the school system or for the performance of jury duty, or because s/he has been subpoenaed in a legal matter in which s/he is not personally involved. An administrator taking such leave shall reimburse the School District for any fees s/he receives as a juror or witness.

14.2.4 Not exceeding five (5) days at any time in the event of death, or serious illness requiring bedside or household attention by the administrator, of the administrator's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, aunt, uncle or grandchild. Absences for these purposes, in excess of ten (10) days in a school year, shall be deducted from sick leave.

14.3 Association Leave

14.31 Association Business: Only the President of the Association, or one employee designated to act in the President's absence, shall be allowed release time, without loss of pay or leave credits, to attend grievance arbitration hearings or to attend PERB conferences and hearings.

14.3.2 Release Time for Association Conferences

a. The President of the Association, and/or employees designated to act by the President, shall be allowed release time, without loss of pay or leave credits, to attend conferences and conventions of affiliated Associations and organizations. Such leave shall not exceed ten school days, in the aggregate, in any one year.

b. The President of the Association shall document the nature of the conference and give the Superintendent a two week notice prior to any such leave.

14.4 Extended Leaves of Absence

14.4.1 The Board agrees that one (1) administrator designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, such administrator will be considered as if s/he were actively employed by the Board during the leave and will be placed on the salary schedule at the level s/he would have achieved if he had not been absent.

14.4.2 A leave of absence without pay of up to two (2) years will be granted to any tenured administrator who joins the Peace Corps, VISTA, or National Teacher Corps and up to one (1) year for service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, an administrator will be considered as if s/he were actively employed by the Board during the leave and will be placed on the salary schedule at the level s/he would have achieved had s/he not been absent.

14.4.3 Military leave will be granted to any administrator as provided by the military law. Upon return from such leave, an administrator will be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

14.5 Family Leave of Absence

14.5.1 Definition: The employee shall be entitled to a family leave of absence. Upon the birth of the employee's child or upon placement of a child with the employee for adoption or foster care. A "family leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year for the forgoing circumstances.

Note that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12-month period beginning on the date of birth or placement.

14.5.2 Eligibility: To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

14.5.3 Leave of Absence - Paid or Unpaid: For the adoption or birth of a child or care of a spouse, an eligible employee first must use accrued vacation, personal leave time and sick time.

14.5.4 Extension of Leave: In the event an employee requires leave in excess of the 12 week maximum described herein, the leave may be extended by two years from the date of the birth or other termination of the pregnancy. The Board may extend the leave; however, the employee will be responsible for their medical coverage during any extended leave.

14.5.5 Spouses who are both employed by the Employer are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child.

14.5.6 Notification and Reporting Requirements: When the need for leave is foreseeable, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer.

The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

14.5.7 Coverage: Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

14.5.8 Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits under which they were covered prior to their leave provided the employee makes a contribution towards premium. Such payment must be maintained throughout the leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of the premium made to maintain the employee's health insurance coverage.

14.5.9 Procedures: Completion of Request for Family Leave of Absence Notice:

A Request for Family Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the Superintendent for proper approval. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

14.5.10 Return to Duty: An employee returning from leave as covered by this policy is entitled to the same position held when leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

14.5.11 Effective Date: This policy will take effect upon the execution of a memorandum of agreement.

14.6 Unpaid Leave A leave of absence without pay may be granted at the discretion of the Board. A leave of absence without pay for personal reasons in increments of up to one (1) year will be granted to administrators with three (3) or more years of service. Additional leave may be granted at the discretion of the Board. Any administrator who engages in employment not specified in the application or later approved by waiver shall be deemed to have resigned. Minor employment shall be exempt from this restriction. Applicants will be expected to arrange leave to coincide with the school year or if the leave is for less than one year to coincide with the beginning and end of a semester.

14.7 Unpaid Leave due to Illness Any administrator whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years.

14.8 Continuation of Benefits All benefits to which an administrator was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return. An administrator who returns from such leave will be placed on the salary schedule on at least the same level, and with the same range, that he was on when the leave commenced, except that an administrator having served at least five (5) months in the school year in which the leave commenced shall be placed on the next higher level of the salary schedule.

14.9 Written Requests All requests for leaves or extensions or renewals of leaves will be applied for and granted in writing.

14.10 Notice of Intent to Return An administrator on leave of absence for a school year or more shall notify the Superintendent as to his/her intention to return to service at least ninety (90) days prior to the expiration date of such leave. If the Superintendent has not received timely notice, s/he shall send a letter of inquiry to the administrator at an address provided for such purpose. Failure to notify the Superintendent within one (1) month of inquiry shall constitute a resignation.

14.11 Sabbatical Leave

14.11.1 Purpose: A sabbatical leave shall be defined as a leave granted to an administrator for study at the graduate level.

14.11.2 Eligibility and Selection

- a. An administrator shall have served for a minimum of seven (7) years in Schenectady Public Schools excluding extended leave time.
- b. The Board shall grant leaves to no fewer than one (1) administrator at any one time provided such number of applications is received.
- c. An employee who has been granted a sabbatical leave shall not be eligible for an additional sabbatical leave unless the employee has worked seven (7) years in the school system (extended leave time excepted) since completion of his/her earlier sabbatical leave.

14.11.3 Financial Provisions

- a. Sabbatical leaves for one year shall be at one-half (1/2) salary and for one-half (1/2) year at three-quarters (3/4) salary. The term salary refers to the salary the employee would have received in his/her regular assignment in the District.
- b. An administrator granted a sabbatical leave shall return to service in the district for at least one (1) year following the termination of his/her leave. Failure to fulfill such obligation shall make the employee liable for repayment to the school district of the total payment received during the sabbatical leave. Should the employee return and then fail to complete his/her obligation, repayment shall be required on a prorated basis.
- c. Salary scale, increments, and advancement shall not be affected by the receipt of a sabbatical leave.
- d. Federal and state income taxes, social security, health and dental benefits, and retirement funds shall be deducted from checks in accordance with legal provisions governing contributions and benefits, with inclusion of retirement loan payments and dues deductions authorized in Article 12.

e. Financial awards, such as grants, scholarships, or fellowships, by others than the Schenectady School District, will be permitted in addition to sabbatical leave salary.

f. Recipients of sabbatical leave shall be expected to expend an equivalent amount of time for the stated purpose of the leave as would be spent in the course of professional work when not on leave.

14.11.4 Procedure

a. Application must be made to the Superintendent who is responsible for forwarding his/her recommendation to the Board of Education on the preferment criterion stated in Section A under Sabbatical Leaves, and factors which, in his judgment, are of the greatest potential benefit to the School District.

b. Applications for sabbatical leave must be submitted by March 1 of the school year before the year for which leave is requested. Applicants shall be notified of the action taken on their applications within sixty (60) days after the date of submission.

c. The recipient of such a leave, upon its completion, shall be returned to an administrative position within the area in which s/he previously served.

14.12 Teaching Leave

14.12.1 Upon application and with approval of the Board of Education, one administrator may be granted leave to teach in the Schenectady Public Schools from September to June, or either semester of a year.

14.12.2 The recipient of such leave shall receive full salary at the normal step for that administrator.

14.12.3 Such teaching leave must be separated from a sabbatical leave by a three (3) year period.

14.12.4 Teaching leave will be limited to the equivalent of one (1) administrator per year.

14.12.5 The Superintendent shall recommend to the Board the application for teaching leave which, in his/her option, best serves the interests of the School District.

14.12.6 Salary scale, increments, and advancement shall not be affected by the receipt of a teaching leave.

14.12.7 The recipient of such a leave, upon its completion, shall be returned to an administrative position within the area in which s/he previously served.

ARTICLE 15

ADMINISTRATOR EVALUATION

15.1 Supervisor Assigned Every administrator shall have a specific supervisor designated by mutual agreement between the Superintendent and the SAA for the purpose of evaluation.

15.2 Draft Evaluation Annually, the supervisor shall prepare a draft of an evaluation. This will be done March 1st in instances where there is question regarding continued employment in Schenectady and, by September 1, in all other cases. The evaluation shall include the topics listed below. It is understood that not all of these topics may be applicable to every evaluation of every administrator. Critical comments must be accompanied by specific recommendations for improvement.

15.2.1 Relationships with superiors, peers, and subordinates, both professional and nonprofessional.

15.2.2 The administrator's involvement with his/her colleagues in an effort to improve education.

15.2.3 The administrator's efforts at personal professional development.

15.2.4 The skill of the administrator in executing the functions of his/her position.

15.2.5 Positive relationships with the various publics (s)he encounters.

15.2.6 Goals established by both parties for subsequent school year.

15.3 Final Evaluation The written evaluation shall be discussed by the Supervisor and the individual being evaluated. Changes in the write-up evolving from the conference will be incorporated in a revised write-up. Additions may be incorporated as addenda. Either party may request an additional conference. The administrator being evaluated shall sign the final write-up indicating that (s)he has discussed his/her evaluation. A copy of this evaluation shall be placed in the individual's personnel folder and another sent to the individual being evaluated.

ARTICLE 16

ASSOCIATION RIGHTS

16.1 Representatives of the Schenectady Administrators' Association shall have the opportunity to meet with the Superintendent or the Deputy or Assistant Superintendents at least once per month. Such meetings can be canceled by mutual agreement.

16.2 The Association shall be consulted in the development of the school calendar.

16.3 The Association shall have the right to use school buildings for its meetings, without cost.

ARTICLE 17

FLEXIBLE SPENDING PLAN

17.1 The District will provide a flexible spending plan to all interested SAA members for the following:

- child care
- health care
- elderly care

ARTICLE 18

SICK LEAVE BANK

18.1 The parties agree to form a labor/management committee to explore the viability of a sick leave bank for those members who are suffering a catastrophic illness. The criteria for the bank will include, among other things, the use of a percentage of sick days from those members who have achieved the maximum accumulation and provisions for use (e.g., accumulation must be depleted prior to bank use and an employee obtaining the same amount of bank days as he/she had accumulated). The parties will attempt to accomplish this mandate by July 1, 2006 unless the parties extend the time by mutual agreement.

ARTICLE 19

EMPLOYER NON-ELECTIVE CONTRIBUTIONS

1. The District agrees to make a non-elective employer contribution in the amount as determined by the retirement incentive and unused sick pay conversion provisions of the Collective Bargaining Agreement to all employees represented by the SAA who meet the age and service requirements as defined by the New York State Teachers Retirement System, any local retirement incentive and Article 13.12 and 13.13. The applicable local retirement incentive and/or accumulated unused sick time above will be available to members who submit a letter of intent to retire.
2. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
3. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount, if any, shall be paid to the employee in the form of taxable compensation and reported on the employees W-2, Wage and Withholding Statement. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limits are fully met through payment of the Employer's Non-Elective Contribution.

4. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into a mutually agreeable SAA/SSDA endorsed 403(b) provider, as long as there is such qualified provider. If no such provider exists, the District and the SAA will mutually determine the provider. Initially the provider for the remittal of non-elective employee contributions will be ING Life and Annuity Company. This provider may be changed by mutual agreement but must be utilized by everyone eligible on a prospective basis.
5. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

6. This provision shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
7. The MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
9. **Employer Non-Elective Contribution Equal to Early Retirement Incentive** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution in accordance with Section 13.12 and 13.13 of the contract between the SCSD and the SAA/SSDA. The employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
10. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and receive an Employer Non-Elective Contribution. The amount of the Employer Non-elective Contribution shall equal the accumulated amount as specified in Article 13.12 and 13.13 of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

ARTICLE 20

MISCELLANEOUS

19.1 If a provision of this Agreement, or any application of this Agreement to any administrator covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 21

LEGISLATIVE CLAUSE

20.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 22

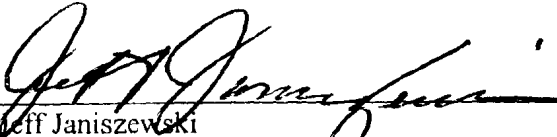
DURATION

21.1 The duration of this Agreement shall be effective from July 1, 2006 and full force and effect until June 30, 2009.

IN WITNESS WHEREOF, the parties hereto, the President of the Board of Education, for the City School District of the City of Schenectady, the Superintendent of Schools for the City School District and the President of the Schenectady Administrators' Association and the members of the Negotiation Committee of said Association, for said Association have hereunto affixed their names and seals this 26TH of June 2006.

BOARD OF EDUCATION OF THE CITY
DISTRICT OF THE CITY OF
SCHENECTADY

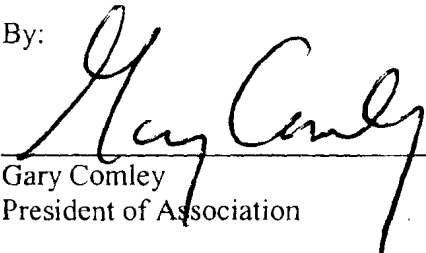
By:


Jeff Janiszewski
President of the Board of Education


Eric Ely
Superintendent of Schools

SCHENECTADY ADMINISTRATORS'
ASSOCIATION

By:


Gary Comley
President of Association

APPENDIX

Provisions of ARTICLE XIII, Paragraph 7, subdivisions 1-6, of the 1974-75 contract between the parties:

"7. Advanced Study Credit: Payment for advance study credits shall be made pursuant to the provisions of Paragraphs (1) - (6) below, provided, however, payment shall be limited to a total of 96 credit hours subject to the following exceptions:

(a) employees receiving payment for more than 96 credit hours on June 30, 1972 shall continue to receive payment for the total number of such credit hours including those in excess of 96 credit hours, and payment for credit.

(b) hours in excess of 96 earned after July 1, 1972 may be made, provided approval therefor is obtained from the Superintendent prior to the earning of the credit.

(1) Master's Degree holders: sixty (\$60) dollars annually for each block of six (6) hours of credit acquired before July 1, 1957; one hundred (\$100) dollars annually for each block of six (6) hours of credit acquired after July 1, 1957.

(2) Bachelor's Degree holders: one hundred dollars annually for each block of six (6) hours of credit acquired after July 1, 1968, payment to begin upon submission of proof of matriculation in a Master's Degree program.

(3) Employees without a Master's Degree who were employed before July 1, 1955, who completed thirty (30) hours of credit beyond the Bachelor's Degree on or before September 1, 1969, shall be compensated for additional credit in accordance with item (1) above.

(4) With respect to (1), (2), and (3) above, payment annually for each block of six (6) hours of credit acquired after July 1, 1973 shall be one hundred and twenty (\$120) dollars.

(5) Employees who have completed sixty (60) hours of credit beyond the Bachelor's Degree but who have not acquired a Master's Degree shall receive three hundred (\$300) dollars annually.

(6) An employee receiving a Master's Degree after January 1, 1962, may apply graduate credits received during the year preceding the granting of the Master's Degree to the purpose of item (1) above, provided that the degree granting institution certifies that the credits were not required in pursuit of the Master's Degree. However, such compensation shall not be made for such graduate study until the semester following the receipt of the degree except as provided in item (1) above."